



CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail postage prepaid in an envelope addressed to Mail Stop AMENDMENT, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on

June 25, 2004  
M. Karen Burgoyne June 25, 2004  
M. Karen Burgoyne Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.: 10/658,546  
Filed: September 10, 2003  
Applicant: Michael Vagedes  
Art Unit: 2831  
Examiner: PATEL, Dhirubhai R.  
Conf. No.: 3253  
Atty Dkt: BLGR-05CP1

Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER TO OBVIATE A NONSTATUTORY  
DOUBLE PATENTING REJECTION (37 CFR 1.321(b))

1. I, Gregory J. Lunn, the attorney of record for this invention, submit this disclaimer and certificate on behalf of the assignee, Bluegrass Products, L.L.C., a Corporation of Delaware, having its principal place of business at 1455 Jamike Avenue, Suit 3 8, Erlanger, KY 41018, the Disclaimant herein.

2. I hereby certify that Bluegrass Products, L.L.C. is the assignee of the entire right, title and interest in the patent application identified above by virtue

of Assignment(s) of record, recorded in the Patent and Trademark Office at on January 20, 2004, a copy attached herewith. I further certify that I have reviewed all the documents in the chain of title of the patent application identified above and, to the best of my knowledge and belief, title is in the assignee identified above.

3. I am empowered to act on behalf of the assignee as identified below.

Disclaimer

4. Disclaimant, Bluegrass Products, L.L.C. hereby disclaims the terminal portion of the term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of United States Patent No. 6,723,921 and Bluegrass Products, L.L.C., hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No(s). 6,723,921, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantor, its successors or assigns.

5. Disclaimant, Bluegrass Products, L.L.C., does not, by this disclaimer, disclaim any part of the term of any patent granted on the above-identified application prior to the expiration date of the full statutory term of United States Patent No. 6,723,921 in the event that later such patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated in whole or in part, prior to expiration of its full statutory term, except for through separation of legal title as stated above.

6. I hereby declare that the statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Fee Status and Payment

7. Disclaimant is a small entity. Upon acceptance of this disclaimer, please charge the \$110.00 disclaimer fee or any fee deficiency to Deposit Account Number 23-3000.

Respectfully submitted,

WOOD, HERRON & EVANS, L.L.P.



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